

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

In re:

**Tanya Marie Lesnau**  
**Jason Allen Lesnau**Case No. **22-40414**CHAPTER 13 PLAN ☒ ModifiedDated: **October 24, 2022**

Debtor.

In a joint case, debtor means debtors in this plan.

**Part 1. NOTICE OF NONSTANDARD PLAN PROVISIONS, SECURED CLAIM LIMITATIONS, AND LIEN OR SECURITY INTEREST AVOIDANCE: Debtor must check the appropriate boxes below to state whether or not the plan includes each of the following items:**

1.1	A limit on the amount of a secured claim based on a valuation of the collateral for the claim, set out in Parts 9 or 16	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included
1.2	Avoidance of a security interest or lien, set out in Part 16	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included
1.3	Nonstandard provisions, set out in Part 16	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not included

**Part 2. DEBTOR'S PAYMENTS TO TRUSTEE: The initial plan payment is due not later than 30 days after the order for relief, unless the court orders otherwise.**2.1 As of the date of this plan, the debtor has paid the trustee \$ 0.00.

2.2 After the date of this plan, the debtor will pay the trustee:

Plan payment	Start MM/YYYY	End MM/YYYY	Total
<b>\$670.00 for 12 months</b>	<b>04/2022</b>	<b>03/2023</b>	<b>\$8,040.00</b>
<b>\$745.00 for 24 months</b>	<b>04/2023</b>	<b>03/2026</b>	<b>\$17,880.00</b>
<b>\$845.00 for 24 months</b>	<b>04/2026</b>	<b>03/2027</b>	<b>\$20,280.00</b>
<b>TOTAL:</b>			<b>\$46,200.00</b>

2.3 The minimum plan length is ☒ 36 months or ☐ 60 months from the date of the initial plan payment unless all allowed claims are paid in a shorter time.2.4 The debtor will also pay the trustee 0.00.2.5 The debtor will pay the trustee a total of \$ 46,200.00 [lines 2.1 + 2.2 + 2.4]

**Part 3. PAYMENTS BY TRUSTEE AND TRUSTEE'S FEES:** Prior to confirmation of the plan, the trustee will pay from available funds payments designated as Adequate Protection ("Adq. Pro.") under Parts 8 and 9 to creditors with claims secured by personal property. All other funds will be disbursed by the trustee following confirmation of the plan as soon as is practicable. The trustee will pay from available funds only to creditors for which proofs of claim have been filed. The trustee is not required to retain funds for any claim for which a proof of claim has not been timely filed and may disburse those funds to other claimants. The trustee may collect a fee of up to 10% of plan payments, or \$ 4,620.00 [line 2.5 x .10]

**Part 4. EXECUTORY CONTRACTS AND UNEXPIRED LEASES [§ 365]** — The debtor assumes the following executory contracts or unexpired leases. Debtor will pay directly to creditors all payments that come due after the date the petition was filed. Cure provisions, if any, are set forth in Part 7.

	Creditor	Description of Property
<b>4.1</b>	<b>Eastview Mobile Home Park Inc.</b>	<b>Month-to-month lot rent</b>

**Part 5. CLAIMS NOT IN DEFAULT** — Payments on the following claims are current. The debtor will pay directly to creditors all payments that come due after the date the petition was filed. The creditors will retain liens, if any.

	Creditor	Description of Property
	<b>-NONE-</b>	

**Part 6. HOME MORTGAGES IN DEFAULT (§§ 1322(b)(5) and 1322(e))** — The trustee will pay the amount of default listed in the proof of claim on the following claims secured only by a security interest in real property that is the debtor's principal residence. The debtor will pay directly to creditors all payments that come due after the date the petition was filed. The creditors will retain liens. **All following entries are estimates.**

	Creditor	Amount of default	Monthly payment	Beginning in #mo./yr.	# of payments	Remaining Payments	+ amount paid to date by Trustee (mod plan only)	Total payments
	<b>-NONE-</b>							
<b>TOTAL</b>								<b>\$0.00</b>

**Part 7. CLAIMS IN DEFAULT (§§ 1322 (b)(3) and (5) and 1322(e)):** The trustee will pay the amount of default listed in the proof of claim in the amount allowed on the following claims. The debtor will pay directly to creditors all payments that come due after the date the petition was filed. The creditors will retain liens, if any. **All following entries are estimates, except for interest rate.**

	Creditor	Amount of default	Interest rate (if any)	Beginning in mo.yr	Monthly Payments	# of payments	Remaining Payments	+ amount paid to date by Trustee (mod plan only)	= Total payments
<b>7.1</b>	<b>Eastview Mobile Home Park Inc.</b>	<b>\$1,595.20</b>	<b>0.00</b>	<b>04/2022</b>	<b>26.58</b>	<b>60</b>	<b>\$1,595.20</b>		<b>\$1,595.20</b>
<b>TOTAL</b>									<b>\$1,595.20</b>

**Part 8. SECURED CLAIMS SUBJECT TO MODIFICATION (“CRAMDOW”) PURSUANT TO § 506 (§ 1325(a)(5))** The trustee will pay, the amount set forth in the “Total Payments” column below on the following secured claims if a proof of claim is filed and allowed. Notwithstanding a creditor’s proof of claim filed before or after confirmation, the amount listed in the secured claim amount column binds the creditor pursuant to 11 U.S.C. § 1327 and confirmation of the plan is a determination of the creditor’s allowed secured claim. For secured claims of governmental units, unless otherwise ordered by the court, the value of a secured claim listed in a proof of claim filed in accordance with FRBP 3012(c) controls over any contrary amount. Unless otherwise specified in Part 16, the creditors listed in this Part retain the liens securing their allowed secured claims to the extent provided under 11 U.S.C. § 1325(a)(5)(B)(i). Any allowed unsecured portion of the claim will be paid under Part 12, Part 13, or Part 14.

	Creditor	Est. Claim amount	Secured claim amount	Int. Rate	Adq. Pro. (Check)	Begin-ni ng in mo./yr.	Monthly payment	# of Payments	Remaining payments	+amount paid to date by Trustee (mod plan only)	= Total payments
					<input type="checkbox"/>						
<b>TOTAL</b>											<b>\$0.00</b>

**Part 9. SECURED CLAIMS EXCLUDED FROM § 506 AND NOT SUBJECT TO MODIFICATION (“CRAMDOW”) (§ 1325(a)) (910 vehicles and other things of value)(allowed secured claim controls over any contrary amount):** The trustee will pay the amount of the allowed secured claim listed in the proof of claim at the interest rate set forth below. Any allowed unsecured portion of the claim will be paid under Part 12, Part 13, or Part 14. All following entries are estimates, except for interest rate. Unless otherwise specified in Part 16, the creditors listed in this Part retain the liens securing their allowed secured claims to the extent provided under 11 U.S.C. §1325(a)(5)(B)(i).

	Creditor	Est. Secured Claim amount	Int. rate	Adq. Pro. (Check)	Beginning in mo./yr.	Monthly payment	# of Payments	Remaining payments	+ amount paid to date by Trustee (mod plan only)	Total payments
9.1	Wright County	\$1,533.75	10.00		04/2022	\$32.59	60	\$1,955.40		\$1,955.40
9.2	Credit Acceptance	\$14,284.00	5.25	<input checked="" type="checkbox"/>	04/2022	\$91.29	2	\$182.58	\$	\$16,386.62
					06/2022	\$279.38	58	\$16,204.04		
9.3	Southwest Sales & Leasing Inc.	\$13,450.96	4.00	<input type="checkbox"/>					\$	\$14,863.20
					04/2022	\$247.72	60	\$14,863.20		
TOTAL										\$33,205.22

**Part 10. PRIORITY CLAIMS (not including claims under Part 11):** The trustee will pay in full all claims entitled to priority under § 507(a)(2) through (a)(10), including the following. **The amounts listed are estimates.** The trustee will pay the allowed portion of the priority amount listed in the proof of claim.

	Creditor	Claim Amount	Beginning in mo.yr.	Monthly payment	# of payments	Remaining payments	+amount paid to date by Trustee (mod plan only)	=Total payments
10.1	Attorney Fees	\$3,000.00	04/2022	\$204.82	2	\$409.64		\$409.64
			06/2022	\$16.79	10	\$169.70		\$169.70
			04/2023	\$84.23	24	\$2,021.52		\$2,021.52
			04/2025	\$174.26	3	\$399.14		\$399.14
10.2	Internal Revenue Service	\$1,457.89		Pro Rata	Pro Rata	\$1,457.89		\$1,457.89
10.3	Minnesota Revenue	\$322.00		Pro Rata	Pro Rata	\$322.00		\$322.00
TOTAL								\$4,779.89

**Part 11. DOMESTIC SUPPORT OBLIGATION CLAIMS:** The trustee will pay in full all domestic support obligation claims entitled to priority under § 507(a)(1), including the following. **The amounts listed are estimates.** The trustee will pay the allowed portion of the priority amount listed in the proof of claim.

	Creditor	Claim amount	Beginning in mo./yr.	Monthly payment	# of payments	Remaining payments	+ amount paid to date by Trustee (mod plan only)	=Total payments
	-NONE-							
TOTAL								\$0.00

**Part 12. SEPARATE CLASSES OF UNSECURED CLAIMS** — In addition to the class of unsecured claims specified in Part 13, there shall be separate classes of non-priority unsecured creditors including the following. The trustee will pay the allowed portion of the nonpriority amount listed in the proof of claim. **All following entries are estimates.**

	Creditor	Undersecured claim amount	Interest Rate (if any)	Beginning in mo./yr.	Monthly Payment	# of Payments	Remaing payments	+ amount paid to date by Trustee (mod plan only)	= Total payments
	-NONE-								
TOTAL									\$0.00

**Part 13. TIMELY FILED UNSECURED CLAIMS** — The trustee will pay holders of allowed non-priority unsecured claims for which proofs of claim were timely filed the balance of all payments received by the trustee and not paid under Parts 3, 6, 7, 8, 9, 10, 11, and 12 their pro rata share of approximately \$ 1,999.69 [line 2.5 minus totals in Parts 3, 6, 7, 8, 9, 10, 11, and 12].

- 13.1 The debtor estimates that the total unsecured claims held by creditors listed in Part 8 and 9 are \$ 0.00 .
- 13.2 The debtor estimates that the debtor's total unsecured claims (excluding those in Part 8 and 9) are \$ 45,689.00 .
- 13.3 Total estimated unsecured claims are \$ 45,689.00 [lines 13.1 + 13.2].

**Part 14. TARDILY-FILED UNSECURED CREDITORS** — All money paid by the debtor to the trustee under Part 2, but not distributed by the trustee under Parts 3, 6, 7, 8, 9, 10, 11, 12, and 13, will be paid to holders of allowed nonpriority unsecured claims for which proofs of claim were tardily filed. Tardily filed claims remain subject to objection pursuant to 11 U.S.C. §502(b)(9).

**Part 15. SURRENDER OF COLLATERAL AND REQUEST FOR TERMINATION OF STAY:** The debtor has surrendered or will surrender the following property to the creditor. The debtor requests that the stays under §§ 362(a) and §§ 1301(a) be terminated as to the surrendered collateral upon confirmation of the plan.

	Creditor	Description of Property (including complete legal description of real property)
	-NONE-	

**Part 16. NONSTANDARD PROVISIONS:** The Trustee may distribute additional sums not expressly provided for herein at the trustee's discretion.

Any nonstandard provisions, as defined in FRBP 3015(c), must be in this Part. Any nonstandard provision placed elsewhere in the plan is void. Any request by the debtor to modify a claim secured only by a security interest in real property that is the debtor's principal residence must be listed in this Part and the debtor must bring a motion to determine the value of the secured claim pursuant to Local Rule 3012-1(a).

16.1	<b>*The plan is a step plan which will pay as follows: \$670.00 Monthly for 12 months, then \$745.00 Monthly for 24 months, then \$845 Monthly for 24 months.</b>
16.2	<p><b>Southwest Sales &amp; Leasing, Inc. :Debtors shall keep the 1996 Champion Mobile Home (VIN #54961899421) insured for full insurable value and maintain liability insurance for at least the duration of the plan. The Debtors will name Southwest Sales &amp; Leasing, Inc. as an additional insured and secured party on the insurance policy.</b></p> <p><b>Credit Acceptance and Southwest Sales &amp; Leasing Inc.: Creditors will release liens upon payment of the secured portion of their claim and Debtors' discharge.</b></p> <p><b>A proof of claim may be filed by the Internal Revenue Service (IRS) for a claim against the debtor(s) for taxes that become payable to the IRS post-petition, limited to only the tax year for which the bankruptcy case was filed. The trustee shall pay such claim as submitted as funds are available pursuant to 11 U.S.C. Statute 1305.</b></p> <p><b>The debtor shall send the Trustee each year during the Chapter 13 Plan, copies of his/her federal and state income tax returns at the time they are filed. If the debtor receives a refund from the federal taxing agency but owes the state taxing agency (or vice-versa), the debtor will net the two out and pay the trustee the amount over \$1,200 for a single filer, or \$2,000 for a joint filer (not including any Earned Income Credit or Working Family Credit). Any additional amounts shall be turned over to the Chapter 13 trustee as additional plan payments.</b></p> <p><b>APPROVAL NOT REQUIRED TO INCUR POST PETITION DEBT. Approval by the bankruptcy court, or Chapter 13 trustee, shall not be required prior to debtor incurring ordinary consumer debt while this case is pending. Letters of approval will not be provided by the Chapter 13 trustee and one is not needed for debtor to incur post-petition ordinary consumer debt in Minnesota. All parties in interest retain all rights regarding the treatment of this debt in future modified plans and motions to confirm such plans.</b></p> <p><b>Upon the granting of relief from the automatic stay, the trustee shall cease payments on account of the secured portion of the applicable claim. For any claim arising from the granting of relief from the automatic stay, surrender, foreclosure, repossession, or return of any collateral to any creditor listed in Parts 5, 6, 7, 8, 9, 10, 16 or Non-standard provisions, for any reason, including plan modification, the trustee shall pay such claim as a general unsecured claim upon amendment of the applicable claim. Any alleged balance of any claim to such creditor shall be discharged.</b></p>

#### SUMMARY OF PAYMENTS:

Class of Payment		Amount to be paid
Payments by trustee [Part 3]	\$	<b>4,620.00</b>
Home mortgages in default [Part 6]	\$	<b>0.00</b>
Claims in Default [Part 7]	\$	<b>1,595.20</b>
Secured claims subject to modification (cramdown) pursuant to § 506 [Part 8]	\$	<b>0.00</b>
Secured claims excluded from § 506 [Part 9]	\$	<b>33,205.22</b>
Priority Claims [Part 10]	\$	<b>4,779.89</b>
Domestic support obligation claims [Part 11]	\$	<b>0.00</b>
Separate classes of unsecured claims [Part 12]	\$	<b>0.00</b>
Timely filed unsecured claims [Part 13]	\$	<b>1,999.69</b>
<b>TOTAL (must equal line 2.5)</b>	<b>\$</b>	<b>46,200.00</b>

#### Certification regarding nonstandard provisions:

I certify that this plan contains no nonstandard provision except as placed in Part 16.

Signed: /s/ William Kain  
**William Kain**  
 Attorney for debtor

Signed: /s/ Tanya Marie Lesnau  
**Tanya Marie Lesnau**  
 Debtor 1

Signed: /s/ Jason Allen Lesnau  
**Jason Allen Lesnau**  
 Debtor 2 (if joint case)

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

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In re:

Case No. 22-40414  
Chapter 13

Tanya Marie Lesnau  
Jason Allen Lesnau

Debtors.

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**NOTICE OF CONFIRMATION HEARING**

PLEASE TAKE NOTICE, that the confirmation hearing on the Chapter 13 Plan is scheduled on Thursday, November 3, 2022, at 10:00 a.m. at the U.S. Bankruptcy Court, Courtroom 7 West, 7<sup>th</sup> Floor, United States Courthouse, 300 South 4<sup>th</sup> Street, Minneapolis, Minnesota.

Any objection to the modified plan filed shall be filed and served not later than Tuesday, November 1, 2022, which is 48 hours prior to the time and date set for the confirmation hearing.

Dated: October 24, 2022

KAIN & HENEHAN, LLC

/e/WILLIAM P.KAIN-#143005

Attorney for Debtors

703 West St. Germain Street

PO Box 1537

St. Cloud MN 56302

(320) 455-2650

[bill@kainhenehan.com](mailto:bill@kainhenehan.com)

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

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In re:	Case No. 22-40414
Tanya Marie Lesnau	Chapter 13
Jason Allen Lesnau	
Debtor(s)	

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**DECLARATION OF MAILING CERTIFICATE OF SERVICE**

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On 10/24/2022, I did cause a copy of the following document(s), described below:

Modified Chapter 13 Plan and Notice of Confirmation Hearing

to be served for delivery by the United States Postal Service, via First Class United States Mail, postage prepaid, with sufficient postage thereon to the parties listed on the mailing matrix exhibit, a copy of which is attached hereto and incorporated as if fully set forth herein.

I caused these documents to be served by utilizing the services of Stretto, an Approved Bankruptcy Notice Provider authorized by the United States Courts Administrative Office, pursuant to Fed.R. Bankr.P. 9001(9) and 2002(g)(4). A copy of the declaration of service is attached hereto and incorporated as if fully set forth herein. Said mailing matrix was downloaded from the District of Minnesota Bankruptcy Court's official court matrix on 10/24/2022.

Parties who are participants in the Courts Electronic Noticing System ("NEF"), if any, were denoted as having been served electronically with the documents described herein per the ECF/PACER system.

DATED: 10/24/2022

/s/ William Kain  
William Kain  
Bar No. 143005  
Kain + Henehan LLC  
703 W St. Germain Street  
PO Box 1537  
St. Cloud MN 56302-0000  
612-438-8006  
bill@kainhenehan.com

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

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In re:	Case No. 22-40414
Tanya Marie Lesnau	Chapter 13
Jason Allen Lesnau	
Debtor(s)	

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**CERTIFICATE OF SERVICE DECLARATION OF MAILING**

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On 10/24/2022, I did cause a copy of the following document(s), described below:

Modified Chapter 13 Plan and Notice of Confirmation Hearing

were deposited for delivery by the United States Postal Service, via First Class United States Mail, postage prepaid, with sufficient postage thereon to the parties listed on the mailing matrix exhibit, a copy of which is attached hereto and incorporated as if fully set forth herein.

The undersigned does hereby declare under penalty of perjury of the laws of the United States that I have served the above referenced document (s) on the mailing list attached hereto in the manner shown and prepared the Declaration of Certificate of Service and that it is true and correct to the best of my knowledge, information, and belief.

DATED: 10/24/2022



Melissa Membrino  
c/o Stretto  
410 Exchange Ste 100  
Irvine, CA 92602  
(949) 222-1212  
[declaration@stretto.com](mailto:declaration@stretto.com)

I certify that on 10/24/2022, I caused a copy of the Modified Chapter 13 Plan and Notice of Confirmation Hearing to be served by First Class United States Mail service, with adequate postage to ensure delivery to:

## EXHIBIT

Minnesota Department of Revenue			Bankruptcy Section	PO Box 64447	St Paul MN 55164-0447
US Trustee			1015 US Courthouse	300 S 4th St	Minneapolis MN 55415-3070
United States Attorney			600 US Courthouse	300 S 4th St	Minneapolis MN 55415-3070
Minneapolis			301 Diana E. Murphy U.S. Courthouse	300 South Fourth Street	Minneapolis MN 55415-1320
Aidvantage on behalf of			Department of Education Loan Services	PO BOX 9635	Wilkes-Barre PA 18773-9635
American Accounts & Advisers			Attn: Bankruptcy	Po Box 250	Cottage Grove MN 55016-0250
Caine & Weiner			Attn: Bankruptcy	5805 Sepulveda Blvd	Sherman Oaks CA 91411-2546
Credit Acceptance			Attn: Bankruptcy	25505 West 12 Mile Road Ste 3000	Southfield MI 48034-8331
Credit Collection Services			Attn: Bankruptcy	725 Canton St	Norwood MA 02062-2679
Discover Bank			Discover Products Inc	PO Box 3025	New Albany OH 43054-3025
Eastview Mobile Home Park Inc.			60-B Sycamore Ave		Annandale MN 55302-3038
First Premier Bank			Attn: Bankruptcy	Po Box 5524	Sioux Falls SD 57117-5524
Green Dot Bank			Attn Credit Disputes		Provo UT 84603
Internal Revenue Service			Centralized Insolvency	PO Box 7346	Philadelphia PA 19101-7346
LVNV Funding, LLC			Resurgent Capital Services	PO Box 10587	Greenville SC 29603-0587
Navient Solutions Inc			Attn: Bankruptcy	P.O. Box 9500	Wilkes-Barre PA 18773-9500
PORTFOLIO RECOVERY ASSOCIATES LLC			PO BOX 41067		NORFOLK VA 23541-1067
Premier Bankcard, LLC			Jefferson Capital Systems LLC Assignee	Po Box 7999	Saint Cloud MN 56302-7999
Resurgent Capital Services			Attn: Bankruptcy	Po Box 10497	Greenville SC 29603-0497
Sanford Pierson Thone & Streat			1905 E Wayzata Blvd	Suite 220	Wayzata MN 55391-5005
Southwest Sales & Leasing Inc.			PO BOX 116		Winsted MN 55395-0116
State of Minnesota			Dept of Revenue	PO Box 64447 - Bky	St Paul MN 55164-0447
Stern Recovery Services, Inc.			Attn: Bankruptcy	1102 Grecade St	Greensboro NC 27408-8710
Jason Allen Lesnau			35 Jasmine Avenue		Annandale MN 55302-3035
Kyle Carlson			Chapter 13 Trustee	PO Box 519	Barnesville MN 56514-0519
Tanya Marie Lesnau			35 Jasmine Avenue		Annandale MN 55302-3035
William P. Kain		Kain & Henahan, LLC	703 West St. Germain Street	PO Box 1537	Saint Cloud MN 56302-1537



REVISED 12/15

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

In re

Tanya Marie Lesnau  
Jason Allen Lesnau  
Debtor(s).

Case No. 22-40414

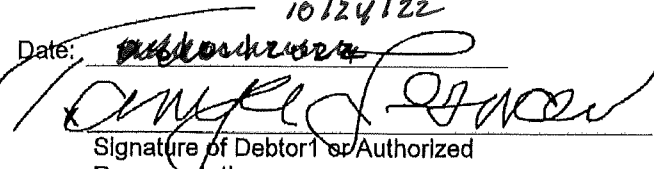
**SIGNATURE DECLARATION**

- ☐ PETITION, SCHEDULES & STATEMENTS  
☐ CHAPTER 13 PLAN  
☐ VOLUNTARY CONVERSION, SCHEDULES AND STATEMENTS  
☐ AMENDMENT TO PETITION, SCHEDULES & STATEMENTS  
☒ MODIFIED CHAPTER 13 PLAN  
☐ OTHER (PLEASE DESCRIBE: \_\_\_\_\_)

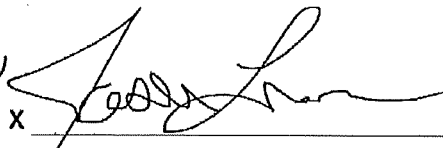
I [We], the undersigned debtor(s) or authorized representative of the debtor, make the following declarations under penalty of perjury:

1. The information I have given my attorney for the electronically filed petition, statements, schedules, amendments, and/or chapter 13 plan, as indicated above, is true and correct;
2. The Social Security Number or Tax Identification Number I have given to my attorney for entry into the court's Case Management/Electronic Case Filing (CM/ECF) system as a part of the electronic commencement of the above-referenced case is true and correct;
3. [individual debtors only] If no Social Security Number was provided as described in paragraph 2 above, it is because I do not have a Social Security Number;
4. I consent to my attorney electronically filing with the United States Bankruptcy Court my petition, statements and schedules, amendments, and/or chapter 13 plan, as indicated above, together with a scanned image of this Signature Declaration;
5. My electronic signature contained on the documents filed with the Bankruptcy Court has the same effect as if it were my original signature on those documents; and
6. [corporate and partnership debtors only] I have been authorized to file this petition on behalf of the debtor.

Date: 10/24/22

  
Signature of Debtor 1 or Authorized Representative

Tanya Marie Lesnau  
Printed Name of Debtor 1 or  
Authorized Representative

x   
Signature of Debtor 2

Jason Allen Lesnau  
Printed Name of Debtor 2